



DEAN D. EFSTATHIOU, Acting Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 1, 2008

IN REPLY PLEASE
REFER TO FILE: **T-6**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS:
TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
CITY OF BALDWIN PARK--COUNTY COOPERATIVE AGREEMENT
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

This action is to approve and authorize the Acting Director of Public Works or his designee to execute a Cooperative Agreement between the County of Los Angeles and the City of Baldwin Park to participate in the County's Traffic Signal Synchronization Program.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Acting Director of Public Works or his designee to execute a Cooperative Agreement between the County of Los Angeles and the City of Baldwin Park to participate in the County's Traffic Signal Synchronization Program. The agreement describes the roles and responsibilities of the City and the County in carrying out traffic signal synchronization projects on the stated arterials.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to formalize the roles and responsibilities associated with the operation of traffic signals upon completion of the Department of Public Works' traffic signal synchronization construction projects. The stated arterials in the agreement are completed projects.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) as the clarification of roles and responsibilities for traffic signal synchronization projects will improve efficiency, quality, and responsiveness of County transportation services to all residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached agreement, which has been approved as to form by County Counsel, provides for the County of Los Angeles and the City of Baldwin Park to adhere to stated responsibilities involved in Traffic Signal Synchronization Program (TSSP) projects.

Since 1988, the Department of Public Works has administered TSSP projects, which have provided a means to coordinate synchronization between arterials of regional significance. TSSP projects improve traffic signal operation by upgrading each traffic signal to Federal and State standards. With each project, we typically install additional vehicle detection to enable each intersection to operate as a fully traffic actuated signalized intersection. In addition, appropriate components are also installed to enable each signal to utilize time-based coordination resulting in the synchronization of a series of signals along an arterial route. These improvements have provided congestion relief and substantially increased mobility through reduced travel times.

The intent of this agreement is to document the roles and responsibilities of the City and the County when entering into TSSP projects and to confirm the associated liabilities of each agency. Nothing in this agreement will alter the current roles and responsibilities of the County and the City in operating and maintaining the traffic signals and signal systems within their respective jurisdiction. The effective date of the agreement, with respect to each stated arterial, is upon the installation of traffic signal timing for individual intersections.

The Honorable Board of Supervisors
July 1, 2008
Page 3

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA.

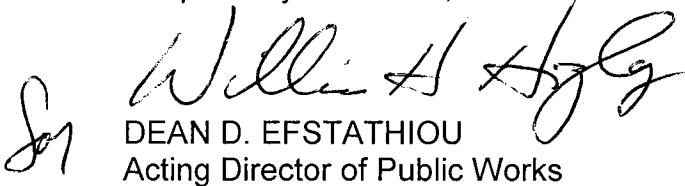
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Traffic and Lighting Division. After final approval by our Acting Director of Public Works or his designee, we will provide you with fully executed original copies for your files.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dean D. Efsthaliou', is written over the printed name. To the left of the signature is a small, stylized handwritten mark that looks like 'Sn'.

DEAN D. EFSTATHIOU
Acting Director of Public Works

DDE:pc

Attachment

c: County Counsel (Warren Wellen)

AGREEMENT

This AGREEMENT made and entered into by and between the CITY OF BALDWIN PARK, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY).

WITNESSETH

WHEREAS, Ramona Boulevard from the San Gabriel River Freeway (I-605) to Willow Avenue, Baldwin Park Boulevard from Live Oak Avenue to Bess Avenue, Maine Avenue from Live Oak Avenue to Ramona Boulevard, Pacific Avenue from Ramona Boulevard to Adilla Avenue, Francisquito Avenue from Ramona Boulevard to Siesta Avenue, and Puente Avenue from Pacific Avenue to Francisquito Avenue, hereinafter referred to as ARTERIALS, are roadways that are or will soon become a part of the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP); and

WHEREAS, CITY and COUNTY are each responsible for their jurisdictional portion of the operation and maintenance of the traffic signals and signal systems along each of the ARTERIALS; and

WHEREAS, CITY and COUNTY have previously cooperated in carrying out traffic signal synchronization projects on ARTERIALS; and

WHEREAS, COUNTY and CITY desire to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the TSSP.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. Nothing in this AGREEMENT shall be construed as changing the role of CITY in operating and maintaining the traffic signals within CITY's jurisdiction.
- b. To be responsible for maintaining the basic traffic signal timing for the intersections within the jurisdictional boundary of CITY.
- c. To maintain the traffic signal coordination timing along ARTERIALS to promote coordinated traffic operations, multijurisdictional cooperation and improve arterial traffic conditions to make the COUNTY aware of any changes implemented to the coordination timing that may impact the coordination of the traffic signals along the ARTERIALS.

- d. To accept full and complete ownership of, responsibility for, and to maintain in good condition and at CITY expense all improvements constructed through individual TSSP Projects within CITY'S JURISDICTION, including the timing of traffic signals on ARTERIALS that supports coordination timing and optimum synchronization of traffic signals on ARTERIALS.
- e. To cooperate with COUNTY and provide requested information in a reasonable and timely fashion in connection with COUNTY'S preparation of an annual report for the MTA as referred to in Paragraph (2)c. below.

(2) COUNTY AGREES:

- a. Nothing in this AGREEMENT shall be construed as changing the role of COUNTY in operating and maintaining the traffic signals and signal systems within CITY'S jurisdiction.
- b. As a part of construction of individual TSSP Projects, to develop and implement the traffic signal coordination timing along the ARTERIALS that will improve arterial traffic conditions and traffic flow thereby saving motorists time and improving air quality.
- c. To file routine reports with the MTA on the efficiency of these Traffic Signal Synchronization Projects by compiling an operational status from individual cities along the ARTERIALS.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT does not constitute any financial commitment between the CITY and COUNTY.
- b. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon thirty (30) days prior written notice.
- c. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. EDWIN GALVEZ
Director of Public Works
14403 E. Pacific Avenue
Baldwin Park, CA 91706

COUNTY: Mr. William Winter
Assistant Deputy Director
Traffic and Lighting Division
County of Los Angeles, Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- d. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- e. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF BALDWIN PARK on _____, 2008, and by the COUNTY OF LOS ANGELES on _____, 2008.

ATTEST:

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

CITY OF BALDWIN PARK

By _____
City Manager

ATTEST:

By _____
City Clerk

By _____
City Attorney